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AGREEMENT BETWEEN

THE VILLAGE OF ANGOLA

AND

Local 1095A, VILLAGE OF ANGOLA D.P.W. EMPLOYEES

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JUN 05 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

June 1, 2005 - May 31, 2008

**American Federation of State, County and Municipal Employees
A.F.L.-C.I.O.
NEW YORK COUNCIL 66**

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This Agreement entered into by the Village of Angola, New York, the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) and its affiliated AFSCME Local 1095-A, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishment salaries/wages, hours and other conditions of employment for the term of this Agreement for all full time Village employees in the Departments of Highway and Water and pursuant to the provisions of the Public Employees' Fair Employment Act, as amended, hereby grants the Union unchallenged representation status.

ARTICLE II MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement all of the authority, rights and responsibilities possessed by the Village are retained by it, including, but not limited to the right to determine the mission, purposes, objectives and policies of the Village; to determine the facilities, methods, means and number of personnel for the conduct of the Village programs; to administer the merit system, including the examination, selection, recruitment, hiring appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify, and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE III UNION SECURITY

SECTION 1. UNION SECURITY

Each employee who, on the effective date of this Agreement is a member of the Union, shall maintain his membership in the Union for the duration of this Agreement. Each employee hired on or after the execution of this Agreement, who becomes a member of the Union shall maintain membership in the Union for the duration of this Agreement.

SECTION 2. CHECKOFF OF UNION DUES

- a. All Union members covered by this Agreement shall tender their membership dues to the Union by signing the authorization for Payroll Deduction of Union Dues Form provided by the Union.*
- b. The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions, in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues Form provided by the Union, from the pay of all*

employees who have executed such authorization for payroll deduction of Union dues and any additional deduction for any program made available through the Union.

c. Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues Form shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

d. The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union together with a list from whom dues have been deducted on or before the first pay period of every month.

e. Revocation of authorization cards shall be subject to conditions contained thereon.

f. Any change in the amount of Union Dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

g. Effective with the signing of this Agreement, the Village of Angola agrees that any present or future employee who is in the bargaining unit but not a union member and who does not make application for membership, shall have deducted from their paychecks a service fee in the amount equal to the regular amount of dues of this Union for the duration of the Agreement. The deduction shall be made on a bi-weekly basis and shall be transmitted at the same time and to the same office. The Union

agrees to hold the Village of Angola safe and harmless because of said deductions.

SECTION 3. BULLETIN BOARDS

The Employer agrees to provide bulletin boards for the exclusive use of the Union to post notices and other Union information at the Highway Department and Water Pump Station.

No such material shall be posted which is profane or obscene or defamatory of the Village or its representatives of which constitutes election campaign material for or against any person, organization or fraction thereof.

SECTION 4. ACCESS TO PREMISES

Upon clearance of the Department Head when available, the Employer agrees to permit representatives of the International Union, the Council and the Local Union to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not unduly interfere with the performance of duties assigned to the employees and do not exceed one-half (1/2) hour in duration or reasonable time upon mutual agreement.

SECTION 5. AID TO OTHER UNIONS

The Employer agrees there will be no aid, promotion or financing of any labor group or organization which purports to engage in collective bargaining on the part of the Employer or those designated as his representatives or subordinate staff for

any purpose, and that the payroll deduction of dues for any such other organization shall not be permitted.

SECTION 6. NOTIFICATION OF NEW EMPLOYEES

The Employer agrees to submit to the Union each six (6) months a list of new employees hired, their job classification, home addresses and whether their employment is on a permanent, provisional, seasonal or temporary basis. This list is to be given to the Local President.

ARTICLE IV HOURS OF WORK

SECTION 1. REGULAR HOURS

The regular hours of work each day shall be consecutive.

SECTION 2. WORK WEEK

The work week shall consist of five (5) consecutive eight (8) hour days, except where otherwise provided in this Agreement.

SECTION 3. WORK DAY

Eight (8) consecutive hours of work within the twenty-four (24) hour period shall constitute the regular work day. For purposes of this Agreement, twenty-four (24) hours shall be defined as 12:00 a.m. (midnight) to 11:59 p.m.

SECTION 4. WORK SHIFT

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have regular starting and quitting time.

On special occasions, other than emergency situations, forty-eight (48) hours prior notice is to be given to scheduling work other than regular work periods, to be paid at regular salary rates.

SECTION 5. WORK SCHEDULE

a. Work schedules showing the employees' shifts, work days and hours shall be posted on the Bulletin Board on the affected Departments.

b. In the event the Employer deems necessary any change in the work week or shift assignment, the employee will be notified seven (7) calendar days in advance of the proposed change except in emergency situations.

SECTION 6. REST PERIODS

a. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift.

b. Employees required to work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on the next shift. In addition,

they shall be granted the regular rest period that occurs during the shift.

c. Employees' rest periods shall commence and end as near as practicable, at the same times during each shift, and shall be conducted at the site of work being performed.

SECTION 7. LUNCH PERIODS AND MEALS

All employees covered by this Agreement shall have a paid lunch period. The lunch period shall be one-half (1/2) hour.

SECTION 8. TIME CLOCK

a. Employee shall punch in prior to commence of the work shift and upon return from lunch.

b. Employee shall punch out at the end of shift or overtime period and prior to commencement of lunch.

c. Employee reporting to work after shift begins shall be penalized ten (10) minutes or, actual time tardy if punched in later.

d. Falsifying or altering time records of their own or that of another, either mechanically or by other means shall be subject to disciplinary action.

e. Changes to time cards must be documented by the Department Head and initialed.

ARTICLE V REPORTING TIME

SECTION 1. SHOW-UP TIME

a. Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work.

b. If work is not available and the employee is excused from duty, he shall be paid at his regular rate for two (2) hours of work.

SECTION 2. CALL TIME

a. Any employee called for emergency duty in addition or outside of his regular scheduled shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1-1/2) from December 1st to March 31st. From April 1st to November 31st, it shall be a two (2) hour call in at the rate of time and one-half (1-1/2).

b. If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of pay and time and one-half (1-1/2) for three (3) hour work, plus his regular work shift at the appropriate rate.

c. Under no circumstances shall an employee be sent home during his regular scheduled shift for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular work shift or anytime thereafter.

SECTION 3. PREMIUM RATES OF PAY

a. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in any work day; all work performed in excess of forty (40) hours in any work week; all work performed or after any scheduled work shift; all work performed on Saturday or Sunday.

b. The overtime rate specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days fall regularly within the first (1st) days of their work week. These employees shall be paid time and one-half (1-1/2) for all work performed on the sixth (6 th) and seventh (7 th) day of their regular work week.

c. Any employee required to work five (5) hours of overtime following his regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour with pay shall be granted for each subsequent five (5) hour period of overtime to be followed by additional overtime.

d. Overtime shall be payable by separate check.

SECTION 4. WORK AT EMPLOYEE'S OPTION

Overtime work shall be voluntary, except in case of an emergency. There shall be no discrimination against any employee who declines to work overtime.

SECTION 5. OVERTIME PAY

All overtime work shall be paid for promptly, no later than the next regular payroll check. Under no circumstances shall compensatory time be considered a matter of payment for overtime work, unless mutually agreed upon between the Union, Employer and the employee.

All overtime pay prior to a regular shift shall receive time and one-half pay for hours of work prior to regular shift work. No overtime shall be lost if employee elects to leave early from regular shift. Regular hours shall be forfeited equal to the amount of hours lost.

SECTION 6. STAND-BY

Employees on stand-by, by Supervisor's request, shall be compensated at the rate of two (2) hours pay per day. If called, a minimum of four (4) hours shall be paid.

ARTICLE VI SENIORITY

SECTION 1. DEFINITION

Seniority means an employee's length of continuous service with the Employer since his last date of hire.

SECTION 2. PROBATION PERIOD

a. All new employees hired shall be considered as probationary employees for the first ninety (90) days of their employment. When an employee completes his probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary employees; however, probationary employees shall receive all benefits afforded to all regular employees.

b. The Union shall represent all probationary employees for the purpose of collective bargaining in respect to wages/salaries, hours and other conditions as set forth under ARTICLE I of this Agreement.

SECTION 3. SENIORITY LISTS

Every year on June 1st, the Employer shall post on all Bulletin Boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and dates of hire of all employees in the unit entitled to seniority.

ARTICLE VII WORK FORCE CHANGES

SECTION 1. PROMOTIONS AND FILLING OF VACANCIES

a. Whenever a job opening occurs in other than a temporary situation in any existing job or as the result of the development or establishment of a new job, a notice of such opening shall be posted on all Bulletin Boards stating the job, rate of pay and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) work days.

b. During this period, employees who wish to apply for the open position including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the employee's immediate supervisor.

c. The Employer shall fill such job openings or vacancies from among those employees who have applied, who meet the standards of the job requirements, except that if there is more than one (1) employee who is qualified for the job, then such position shall be filled by selecting from among those qualified the employee with the greatest seniority.

d. A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the Employer on all Bulletin Boards within two (2) work days of the selection by the Employer and be posted for a period of at least ten (10) work days.

e. Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of thirty (30) days, but not to exceed sixty (60) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position at his former rate of pay.

f. The Union shall be notified by the Employer in writing immediately upon any job vacancies occurring by reason of resignation, retirement or "just cause" discharge. The Employer also shall notify the Union of all new hires, their names and job titles.

SECTION 2. COMPETITIVE CIVIL SERVICE JOBS

Whenever a job opening occurs and the job is of a competitive nature within the scope of the Civil Service Law, then the normal

procedures provided by the Rules and Regulations of the Civil Service Law shall prevail. In the absence of an established Civil Service list of eligible applicants, the selection shall be made in accordance with the procedures set forth in ARTICLE VII, SECTION 1 of this Agreement.

SECTION 3. DEMOTIONS

Any employee who is unable to meet the requirements of a promotional opportunity for any reason, shall be returned to the job he held previously at the same rate of pay. Such a return shall not be considered a demotion.

SECTION 4. LAYOFF

The present provisions shall be modified as follows:

The Village of Angola hereby guarantees there will be no layoff of Village employees for the duration of this Agreement, except for a permanent reduction in the work force.

- a. In the event of a permanent reduction in the work force the Employer shall meet with the Union to review the reduction.*
- b. Employees shall be laid off in the inverse order of seniority.*
- c. The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are issued to the employees.*

d. Employees to be laid off will have at least fourteen (14) calendar days notice of layoff, if possible.

e. When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee with less seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification provided the bumping employee has the appropriate license and meets the qualifications than the employee whom he bumps.

SECTION 5. TRANSFERS

a. Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

b. Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to equal or lower paying jobs on the basis of seniority, provided a vacancy exists.

c. If any employee is transferred to a position under the employer not included in the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

**ARTICLE VIII
HOLIDAYS**

SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED

The following days shall be recognized and observed as paid holidays:

<i>Day before New Years'</i>	<i>Veteran's Day</i>
<i>New Year's Day</i>	<i>Thanksgiving Day</i>
<i>President's Day</i>	<i>Day after Thanksgiving</i>
<i>Good Friday</i>	<i>Day before Christmas</i>
<i>Memorial Day</i>	<i>Christmas Day</i>
<i>Independence Day</i>	<i>Employee's Birthday</i>
<i>Labor Day</i>	

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

For the purpose of this Agreement, holiday will constitute twenty-four (24) hours, defined as 12:00 a.m. (midnight) to 11:59 p.m.

SECTION 2. ELIGIBILITY REQUIREMENTS

a. Employees shall be eligible for holiday pay under the following conditions:

The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff or sick leave and the employee worked his last scheduled work day prior to the holiday and after, unless he is excused by the Employer.

b. If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be paid for that day at his regular rate of pay.

SECTION 3. HOLIDAY PAY

a. Eligible employees who perform no work on holidays shall be paid one (1) day's pay for each of the holidays listed on which they perform no work.

SECTION 4. HOLIDAY WORK

If an employee works on any of the holidays listed, he shall be paid, in addition to his holiday pay, time and one-half (1-1/2) for all hours worked for the first eight (8) hours. In addition, if an employee works on Thanksgiving, Christmas Even, Christmas Day and New Year's Day, he shall be paid, in addition to his holiday pay, double time (2X) for all hours worked.

SECTION 5. HOLIDAY HOURS FOR OVERTIME PURPOSES

For the purpose of computing overtime, all unworked holiday hours for which an employee is compensated shall be regarded as hours worked.

ARTICLE IX VACATIONS

SECTION 1. HOLIDAY DURING VACATION PERIOD

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee, at his option may: (a) elect to be paid for that holiday in addition to vacation pay, or (b) elect to reschedule the additional vacation day to a future date mutually agreeable with the employee and the department head, or (c) elect to extend the vacation period one (1) additional day.

SECTION 2. WORK DURING VACATION PERIOD

Any employee who is required to and does work during his vacation period shall be paid for all regular hours at the rate of time and one-half (1-1/2) and for overtime hours at a rate of two and one-half (2-1/2) his regular rate of pay. In addition, the employee's vacation with pay shall be rescheduled to any future period the employee may request.

SECTION 3. VACATION RIGHTS IN CASE OF SEPARATION

a. Any employee who is discharged, retired or separated from service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

b. In the case of death of such employee, such payment shall be made to his estate.

SECTION 4. VACATION SCHEDULE

All employees covered by this Agreement shall be entitled to the following consecutive vacation periods upon completion of their probationary periods, except as indicated below:

After one (1) to two (2) years of service....

five (5) work days vacation

After three (3) years of service....

ten (10) work days vacation

After four (4) years of service....

eleven (11) work days vacation

With one (1) additional day of vacation for each year of service up to thirteen (13) years.

After thirteen (13) years of service....

twenty (20) work days vacation

After fourteen (14) years of service....

twenty (20) work days vacation

After fifteen (15) years of service....

twenty-one (21) work days vacation

After sixteen (16) years of service....

twenty-two (22) work days vacation

After seventeen (17) years of service....

twenty-three (23) work days

After eighteen (18) years of service....

twenty-four (24) work days vacation

After nineteen (19) years of service....

twenty-five (25) work days vacation

a. Vacations shall normally begin following the regular "days off" of the employee.

b. Vacation time must be used in the year that it is earned or an employee may, with the approval of the Village Board, sell back five (5) days vacation at his current hourly rate.

c. 1. The vacation period shall be the Village's Fiscal Year from the first (1st) day of June to the 31st day of May.

2. Vacations shall be requested quarterly by the employee in writing at least thirty (30) days in advance of the anticipated quarter.

3. Vacations shall be scheduled by the respecting Department Head, giving preference to employees' choice according to seniority where applicable and when consistent with continued efficient operations.

d. For the purposes of this Agreement, vacation day will constitute twenty-four (24), defined as 12:00 a.m. (midnight) to 11:59 p.m.

e. Streets Department and Water Department employees' vacation shall be scheduled at any time of the year as long as one (1) employee shall be on vacation at a time.

f. Any employee of the Village covered by this Agreement who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken, effective thirty (30) days prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

**ARTICLE X
LEAVES OF ABSENCE**

SECTION 1. ELIGIBILITY REQUIREMENTS

Employees shall be eligible for leaves of absence up to one (1) year after completing six (6) months of service with the Employer. This one (1) year limit is not for the purpose of acquiring new employment.

SECTION 2. APPLICATION FOR LEAVES

- a. Any request for a leave of absence shall be submitted on the appropriate form contained in the Village of Angola Policy Manual, to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the appropriate length of time off the employee desires.*
- b. Authorization for a leave of absence shall be furnished to the employee by his Employer and it shall be in writing.*
- c. Any request for a short leave of absence not exceeding one (1) month, shall be answered within five (5) days. Any request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.*
- d. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.*

ARTICLE XI PAID LEAVES

SECTION 1. FAMILY DEATH

Employees covered by this Agreement shall be granted a leave of absence with pay not to exceed four (4) work days for death in the family of an employee or his spouse. Such leave shall not be deductible from any accrued leave. Leaves for death shall be granted upon and after the death of any of the following relatives: Parents, spouse, children, sister, brother, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, step and/or foster children.

Any employee who regular schedule includes Saturday and Sunday, shall be granted one (1) additional day if needed to attend funeral or to make household adjustments. If the death occurs prior to the employee's shift, that day will be counted. If the death occurs after the employee reports to work, that day will not be counted as one of the four (4) days.

A death in the family which occurs during an employee's vacation period, upon application for such leave by an employee, the employee shall have the option of extending his vacation period for the additional time, or take the time for use at some future date.

A one (1) day leave will be granted to attend the funeral of an Aunt or Uncle.

SECTION 2. JURY DUTY

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service, any jury fees paid to the employee by the court, shall be reimbursed to the Employer.

SECTION 3. UNION LEAVE

A member of the Union who is elected or designated to attend any meeting of the International Union, Council or other body to which it is affiliated, shall be permitted to attend such meetings and shall be granted the necessary time off without loss of either time or pay, provided that the said time is of a reasonable duration and that advance notification is given to the Employer in writing by the Union at least five (5) work days prior to such date the particular meeting is scheduled, provided said time is not to exceed five (5) work days.

SECTION 4. CIVIL SERVICE EXAMINATION

a. Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the Civil Service System, for a position with the Village.

SECTION 4A. REQUIRED LICENSES

Water Department employees who must attend schools to maintain or upgrade their licenses as required by law will be paid their

regular hourly rate of pay, if said school occurs after his normal working shift.

SECTION 5. MILITARY LEAVE

Any employee who is a member of a Reserve Force of the United States or of this state and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this state shall be granted a leave of absence during the period of such activity with no loss of time or pay, not to exceed thirty (30) days and/or pursuant to law.

SECTION 6. PERSONAL LEAVE

a. Employees shall be entitled to three (3) personal leave days after each year of service, non-accumulative. The employee's supervisor shall be notified forty-eight (48) hours in advance, except in case of emergency.

b. For the purpose of this Agreement, personal day will constitute twenty-four (24) hours, defined as 12:00 a.m. (midnight) to 11:59 p.m.

SECTION 7. SAFETY LEAVE

a. In the interest of safety in the work place and curtailment of lost time accidents, the Village of Angola agrees to award two (2) safety days leave with pay to any employee covered by this Agreement that does not suffer a lost time accident relating

to his employment, during an annual period of June 1st to May 31st, inclusive.

b. Safety leave days may be taken at the discretion of the employee upon forty-eight (48) hours notification to his immediate Supervisor. Safety leave days are non-accumulative.

ARTICLE XII SICK LEAVE

SECTION 1. ALLOWANCE

a. Any employee contracting or incurring any non-service connected sickness or disability is quarantined by the Health Authorities, or must make medical visits during working hours as a result of any illness or injury, shall receive sick leave with pay.

b. Employees shall be eligible for sick leave after thirty (30) days service with the Employer.

c. Employees shall be allowed one and one-fourth (1-1/4) days of sick leave for each month of service. Sick leave shall be earned by an employee for any month which the employee is compensated for forty (40) or more hours of work.

d. An employee shall be required by the Employer to obtain a doctor's certificate after three (3) consecutive days of sickness or non-work connected disability prior to returning to work. The doctor's certificate shall indicate that the employee may Resume his normal duties.

e. All time for which an employee is credited with sick leave shall be considered as time worked.

f. In no event shall an employee move directly from a sick leave period into a scheduled vacation period without having reported in writing to the Department Head that his/her sickness has officially terminated.

g. For the purpose of this Agreement, sick day will constitute twenty-four (24) hours, defined as 12:00 a.m. (midnight) to 11:59 p.m.

SECTION 2. ACCUMULATION

Employees shall start to earn sick leave from the date of hire and shall accumulate, to a total of one hundred fifty (150) days, sick leave as long as they are in the service of the Employer.

SECTION 3. UNUSED

a. Employees shall be compensated in cash for any accumulated unused sick leave when they are permanently separated from employment as a result of retirement or death. In the event of death, payment is to be made to the estate of the employee. However, an employee may option to apply accumulated sick leave credits toward his retirement in accordance with the law. Payment for accumulated unused sick leave on retirement or death limited to ninety - five (95) days.

b. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day

immediately preceding the employee's separation.

c. To be eligible for such payment upon retirement, the employee shall give written notice to the Village prior to December 31st of the year preceding the year of retirement, of his intent to retire. Such notification will also serve as the required notice of retirement.

d. The Village of Angola agrees to buying back of all sick days in accumulation in excess of 150 at one-half (1/2) the current rate then in effect at the buy-back. Payment for buy-back shall be made in the first (1st) pay period of December in each year.

SECTION 4. ABSENCE DUE TO INJURY AND WORKER'S COMPENSATION

a. The Employer shall provide coverage for all employees covered by this Agreement under the Worker's Compensation Law of New York State.

b. Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer and who are entitled to receive Worker's Compensation Benefits, shall receive a supplemental sum equal to the difference between their wages and their disability benefit at their option. Such supplemental sum shall be deducted from their sick leave credits, or vacation credits. If an employee elects to use his sick leave for the purpose of maintaining his full pay status during the period of his disability, he shall be required to endorse his disability compensation checks back to the Employer.

c. Employees will have sick days credit returned to them to the extent of cash reimbursement to the Village.

ARTICLE XIII UNPAID LEAVES

SECTION 1. MATERNITY/PATERNITY

Maternity/Paternity leaves, not to exceed nine (9) months, shall be granted at the request of an employee. requests for extensions or renewals for a period not to exceed six (6) months shall be granted. However, all requests shall be made in accordance with established Village procedure.

ARTICLE XIV WAGES AND CLASSIFICATIONS

SECTION 1. WAGE SCHEDULE AND CLASSIFICATIONS

- a. 1. *Effective June 1, 2005 all employees' wages shall be increased an additional forty three (\$.43) cents per hour over the wage rate of June 1st 2004.*
2. *Effective June 1, 2006 all employees' wages shall be increased an additional forty-four (\$.44) cents per hour over the wage rate of June 1st 2005.*
3. *Effective June 1, 2007 all employees' wages shall be increased an additional forty-five (\$.45) cents per hour over the wage rate of June 1st 2006.*

** Water Maintenance Man - Additional twenty - four*

(24¢) per hour.

b. When any position not listed on the wage schedule is established or the specifications of any existing position are materially changed, the Employer after consultation with the Union, may designate a job classification or new specification and rate structure for the position. In the event the Union does not agree that the classification, the specification and/or the wage are proper, then the matter shall be subject to the grievance procedure.

c. If, during the term of this Agreement the Union requests an evaluation or the development of specifications, the Employer agrees to negotiate on the matter. If within thirty (30) calendar days of such negotiations mutual agreement cannot be reached, then the matter shall be referred to the arbitration procedures of this Agreement.

*d. Effective June 1, 1996 all new employees shall be paid at 75% of the current rate for the first six months of employment,
After six months, 90% After twelve months, 100%*

SECTION 2. PAY PERIOD

The salaries and wages of employees shall be paid on the same day every other week. In the event this day is a holiday, the preceding day shall be the pay day. If the pay day falls on their regular day off, such employees shall be paid on the last work day of their regular work week.

SECTION 3. LONGEVITY SERVICE PAY

Every employee who has completed five (5) years of continuous service in the Village, employee is to receive an annual longevity payment of \$300.00 lump sum payable in the first payroll period following his anniversary date of employment. Such payment of \$300.00 is to be paid annually during the next five (5) years of his continued employment.

After ten (10) years of continuous employment the lump sum shall be increased to \$375.00 which shall be payable annually thereafter.

ARTICLE XV NEW YORK STATE DISABILITY

a. The Employer agrees to cover each employee under the New York State Disability Plan at no cost to the employees for the term of this Agreement.

b. Employees shall receive a supplemental sum equal to the difference between their wages and their Disability Benefits upon their option but such supplemental sum shall be deducted from sick leave credits or vacation credits, when sick credits have been exhausted. If an employee elects to use his sick leave for the purpose of maintaining his full pay status during the period of his disability, shall be required to endorse his disability compensation checks back to the Employer. Upon the exhaustion of all sick leave credits an employee may have accumulated the

employee, shall then no longer be required to endorse his compensation check over to the Employer.

ARTICLE XVI
HOSPITALIZATION AND MEDICAL BENEFITS

SECTION 1.

a. The Employer agrees to provide Hospitalization Medical Coverage to the employees and his/her dependants, provided under the following Independent Health Plan or its equivalent as may be available from time to time through various Health Care Insurance providers. The cost of this benefit will be borne by the Employer. The selection from time to time of Health Care Plan and insurance provider shall be made solely by the Employer.

Hospital Contract
Standard Hospital
Hospital Riders
Rider B - \$ 0 Inpatient co - pay
Medical Contract
Encompass BI - Elect
Drug Rider
RX Rider 167 \$ 10 / 20 / 35 co - pay
Vision Care
Eyemed
Dental
0 / 20 % / 50 % co - pay of Dental Services

Employees may elect to purchase the "Passport" Plan as provided by Independent health. The Employees electing such Plan shall pay any difference in cost of the "Passport" Plan and the

Plan provided by the Employer. The Employees thus electing the "Passport" Plan shall pay the Employer on or before the 15th day of each month, the amount of the difference between the cost of the Plans as computed on a monthly basis. Such payment shall be applied to the Plan charges to the Employer for the following month.

b. Retired employees are eligible for health benefits pursuant to this contract, or the concurrent supplements to Federal and State Health Benefits as are available.

c. The hospitalization and medical provisions of the Agreement shall be available for all employees covered by this Agreement who have completed thirty (30) days of employment with the Employer.

d. Employees hired on or after 6/1/96 shall receive one (1) month of paid medical leave for every year of services at the time of retirement.

e. All benefits contained under the consolidation omnibus Budget Reconciliation Act (Cobra) are made available in this Section 1.

f. New hires after 6/28/04 shall be required to pay 20% of medical coverage.

SECTION 2. WAIVER OF MEDICAL INSURANCE BENEFITS

- 1. Employees may waive medical insurance coverage pursuant to this agreement and receive a cash payment equivalent to forty (40 %) percent of the March 1st coverage cost of the coverage as defined in this agreement, to be paid at the close of the fiscal year.*
- 2. An employee desiring to waive this coverage will be required to sign the attached form Appendix C by February 1st of the preceding year for the succeeding Plan year. Any employee who waives said coverage and then desires to*

reinstitute coverage will have to sign the Waiver of Cash Payment (Appendix D) and submit same by the 1 st day of February to reinstitute coverage by March 1 st. Any employee who is in need of coverage after having waived same, due to death of a spouse or the termination of spouse's coverage, will be eligible to waive cash payment and to reinstitute same pursuant to the adopted policy and procedure of the Medical Insurer.

ARTICLE XVII RETIREMENT PLAN

The Employer agrees to continue to provide all employees with the New York State Retirement System Plan known as 75(i) or the current titled plan allowed by the laws of the State of New York at the time of hire.

ARTICLE XVIII SETTLEMENT OF DISPUTES

SECTION 1. GRIEVANCES

Any grievance or dispute which may arise between the Parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP #1: *The Union Steward or other authorized representative of the Union, with or without the employee, shall take up the grievance or dispute*

with the employee's immediate supervisor within ten (10) work days of its occurrence; if at any time the Steward or other authorized representative of the Union is unaware of the grievance, he shall take it up within ten (10) days of his knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within four (4) work days.

STEP #2: *If the grievance has not been settled, it shall be presented in writing by the Union Steward or other authorized representative of the Union to the Department Head within five (5) work days after the supervisor's response is due. The Department Head or his designee shall respond to the Union Steward or other authorized representative of the Union in writing without four (4) work days.*

STEP #3: *If the grievance still remains unadjusted, it shall be presented by the Union President and/or his authorized representative to the Village Board in writing within five (5) work days after the response of the Department Head is due. The Village Board shall within four (4) work days of such meeting, set forth an answer in writing to the Local Union President with copies of each to the committee.*

STEP #4: *If the grievance is still unsettled either party may within thirty (30) days after the reply of the*

Village Board is due, by written notice to the other, request Arbitration.

SECTION 2. ARBITRATION PROCEDURE

a. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) work days after notice has been given. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Employer and the Union shall make a selection in accordance with the Board's rules of procedure.

b. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

c. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement.

d. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

SECTION 3. MATTER RELEVANT TO GRIEVANCE PROCEDURES

- a. The time limits in the grievance procedure may be extended by mutual agreement in writing.*
- b. Any step of the grievance procedure may be bypassed by mutual agreement in writing.*
- c. Neither the Department Head nor the arbitrator may consider any evidence or facts which have not been previously discussed between the parties unless agreed upon by the parties.*
- d. In the case of a group, policy or organization type grievance, the grievance may be submitted directly to the Department Head's office by the Union's representative.*
- e. Any grievance must be filed within forty (40) days of its occurrence or it shall not be considered.*
- f. Any procedures or forms not referred to by the Agreement may be referred to the Village of Angola Policy Manual for further clarification. Items contained in this agreement will have precedence when a misinterpretation arises.*

SECTION 4. STEWARDS AND GRIEVANCE COMMITTEE

- a. Employees selected by the Union to act as Union representatives shall be known as "Steward". The names of employees selected as Stewards and the names of other Union officers and representatives who may represent employees shall be certified in writing to the Employer by the Local Union and the*

individuals so certified shall constitute the Union Grievance Committee.

b. Any grievance committee meetings with the Employer shall be held after working hours on the Employer's premises.

c. There shall be at least one (1) Steward for each Department or Department sub-division. This shall not be construed to limit the Union's right to select the number of Stewards required to represent properly the employees in the bargaining unit.

SECTION 5. PROCESSING GRIEVANCES DURING WORKING HOURS

Grievances may be investigated and processed during working hours without loss of pay. Said grievance processing without loss of pay shall not exceed one-half (1/2) hour in duration.

SECTION 6. LABOR MANAGEMENT COMMITTEE

Conferences between representatives of the Employer and at least two (2) representatives of the Union in important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties upon request of either party, arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours. Said meetings without loss of pay shall not exceed one hour in duration.

ARTICLE XIX
DISCIPLINE AND DISCHARGE

SECTION 1. EXERCISE OF RIGHTS

a. *Disciplinary action or measures shall include ONLY the following:*

Oral reprimand

Written reprimand

Suspension (notice to be given in writing)

Discharge

b. *Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. When an action or measure is imposed on or is pending against an employee, then the Employer shall notify the employee, the Union President and the Union Steward in writing of the charges immediately upon such disciplinary action being taken.*

c. *The disciplined employee upon request will be allowed to discuss his discharge or discipline with his Steward or other authorized representative of the Union and the Employer will make available an area where he may do so before he is required to leave the premises.*

d. *If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public; however, the employee shall have a right to be represented by the Union Steward upon request.*

SECTION 2. DISPUTES AS TO DISCIPLINE AND DISCHARGE

Should the Employer feel there is just cause for a disciplinary action or discharge and such action is taken, within ten (10) work days of the receipt of such notification, the Union may process the disciplinary action or discharge as a grievance matter at the third (3rd) step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Union. If an employee is subject to Section 75 of the Civil Service Law, any hearing provided for shall be accomplished through the arbitration procedure set forth in the grievance procedure of this Agreement with the cost being equally shared by the Village and the Union.

SECTION 3. PRIVATE HEARINGS

Upon application by the Union or the Village, an arbitrator in a discipline case shall have the authority to direct that the arbitration shall be held in private.

SECTION 4. REINSTATEMENT

Any employee found to be unjustly suspended or discharged shall be reinstated in accordance with the determination of the arbitrator.

**ARTICLE XX
GENERAL PROVISIONS**

SECTION 1. PLEDGE AGAINST DISCRIMINATION AND COERCION

- a. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.*
- b. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.*
- c. The Employer agrees not to interfere with the rights of employees to become members of the Union and there be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.*
- d. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.*

SECTION 2. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours, on the

Employer's premises and without loss of pay, appropriate Union representatives who are employees shall be allowed to:

- post Union notices;*
- distribute Union literature;*
- solicit Union membership during other employee's non-working time;*
- transmit communications authorized by the Local Union or its officers to the Employer or his representatives;*
- consult with the Employer, his representatives, Local Union officers or other Union representatives concerning the enforcement of any provisions of this Agreement.*

SECTION 3. CONTRACT NEGOTIATIONS

The Employer will give time off with no loss of pay for members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meetings are held during their regular working hours.

SECTION 4. WORK RULES

a. work rules referred to in this Article are attached hereto as Appendix "A" and are made a part thereof by reference.

b. The Employer agrees that new work rules or changes in existing rules shall not become effective until they have been agreed upon by the Employer and the Union and in addition have been posted prominently on all Bulletin Boards for a period of five (5) consecutive work days.

c. Employees shall comply with all existing rules that

are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

d. An unresolved complaint as to the reasonableness of any new or existing rule or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

SECTION 5. JOINT SAFETY COMMITTEE

The Employer and the Union agree jointly to establish a Safety Committee consisting of an equal number of Employer and Union representatives; the number of members to be agreed upon. This committee will advise management of all safety activities. The Joint Safety Committee shall:

- a. make immediate and detailed investigations of each accident to determine fundamental causes;*
- b. develop data to indicate accident sources and injury rates;*
- c. make inspection to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards;*
- d. promote safety for workers and participate in making the safety program known to all workers;*

- e. *conduct meetings during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.*

SECTION 6. FULL-WORK CREWS

Snow Removal: Snow plows and salt trucks shall be operated with no less than one (1) operator and one (1) laborer. Snow removal crew size will not be altered unless technological changes occur which remove the necessity of this size crew.

SECTION 7. PERSONNEL PRACTICES

The Employer shall provide copies of this Agreement to all employees in the bargaining unit and all new employees as they are hired.

SECTION 8. ALCOHOLIC BEVERAGES

All Village employees: Drinking of alcoholic beverages are not permitted during working hours. Any employee violating such rule shall be punished in compliance with the following procedure:

<i>First offense</i>	<i>two (2) weeks off with loss of pay;</i>
<i>Second offense</i>	<i>thirty (30) days off with loss of pay;</i>
<i>Third offense</i>	<i>Automatic termination.</i>

Such determination will be made by the Village Board. All of

the above are subject to the grievance procedure of this Agreement.

SECTION 9. CLOTHING ALLOWANCE

All employees covered by this Agreement shall receive a clothing allowance of two hundred (\$ 200.00) dollars. Employees must furnish a receipt that some form of clothing was purchased. Payment of this allowance shall be paid on the first (1st) pay period in June.

ARTICLE XXI STRIKES AND LOCKOUTS

SECTION 1. STRIKES

The Union recognizes the status of the Village employees as "public employees" and the provisions of law applicable thereto. The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

SECTION 2. LOCKOUTS

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

**ARTICLE XXII
SAVINGS CLAUSE**

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XXIII
MAINTENANCE OF BENEFITS**

Any benefit presently in effect for employees covered by this Agreement will be retained and remain in force as if such benefit is a part of this Agreement, except where such benefit has been abridged by this Agreement or where it has been otherwise mutually agreed between the Union and the Employer.

**ARTICLE XXIV
TOTAL AGREEMENT**

The foregoing constitutes the entire Agreement between the parties and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

**ARTICLE XXV
STATUTORY PROVISION**

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XXVI
WAGE FREEZE**

1. The employees covered by this Agreement are entitled to and shall receive the full value of the provisions contained herein, including the then current equivalent work of any item which cannot be enjoyed at a time when it would otherwise be in effect under terms and provisions of this Agreement.

2. If a question is raised as to the legality of effectuating any provisions of this Agreement because of any law, Executive Order or Regulation pursuant thereto, the parties to this Agreement shall join in seeking approval of such provisions by the appropriate Government Agency or official forthwith. Upon approval being granted, all said provisions shall become effective for the full period described herein.

3. If any provision of this Agreement is not placed in effect because of the denial or withholding of approval by any Government Agency or official pursuant thereto, the parties shall renegotiate said provision to provide that its total economic value shall be paid to the employees in question within the period of the

life of the Agreement when and as it becomes lawful then at the earliest date thereafter when it does become lawful.

4. In the event that Employer and Union are unable to agree as to what constitutes the current equivalent worth of any item which cannot be enjoyed at a time when it otherwise would be in effect by virtue of the terms and provisions of this Agreement, either party may refer the dispute for binding arbitration to an impartial arbitrator, as provided for by the terms and conditions of this Agreement.

5. The arbitrator shall have authority to determine and award such wage, benefit or other provisions as will provide the full value and equivalent worth of any provision of this Agreement the implementation of which has been delayed or denied.

ARTICLE XXVII TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1st day of June 2002 and shall remain in full force and effect until the 31st day of May 2005. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than one hundred twenty (120) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to

terminate this Agreement written notice must be given to the other party not less than forty-five (45) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

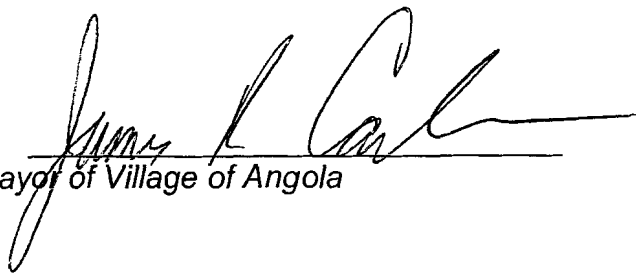
Wages pertaining to this Agreement are on an annual basis and are subject to re-opening as per above scheduled of one hundred twenty (120) days prior to anniversary date of this Agreement.

IN WITNESS WHEREFORE, the Parties hereto have set their hands this 29th day of March, 2005.

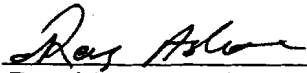
For New York Council 66, American Village of Angola, New York Federation of State, County and Municipal Employees, AFL-CIO, Local 1095-A:



Council 66 Representative



Mayor of Village of Angola



President Local 1095-A

Committeeman

APPENDIX "A"
WORK RULES FOR ALL VILLAGE EMPLOYEES

1. *All Village employees will wear hard hats at all times.*
2. *All Village employees will have motor turned off when not in use.*
3. *All vehicles will be checked by the driver for gas, oil, lights, brakes before leaving building. Fill gas tanks before putting away, if needed.*
4. *Mileage will be kept on all vehicles. Hours will be kept on backhoe. Gas records will be kept on all vehicles.*
5. *All maintenance work done on machinery and vehicles will be recorded on maintenance sheets on the store room wall. This includes all oil added.*
6. *All vehicles will be washed at least once a week, if necessary.*
7. *D.P.W. Building floor will be kept clean at all times.*
8. *Rest periods are fifteen (15) minutes from the time you stop work until you start.*
9. *All employees will be dressed and ready for work by 7:00 a.m. and remain on the assigned job until 10:45 a.m. and 2:45 p.m. unless otherwise instructed by Superintendent.*
10. *In the event of a storm or problems, contact Superintendent by radio before returning to building.*
11. *In the event you finish an assigned job early, contact Superintendent by radio or at the D.P.W. building.*
12. *All Streets Department employees will work in all kinds of weather.*
13. *All tools will be kept clean and put back in their place when finished with the job.*
14. *All drivers will be responsible for the vehicle they are driving.*
15. *Additional work instituted by New York State Department of Labor, OSHA or other regulatory agencies.*
16. *All Village employees must wear steel - toe safety boots.*

APPENDIX "C"

WAIVER OR MEDICAL INSURANCE BENEFITS

(1) I, _____, hereby agree to waive my medical insurance coverage pursuant to the negotiated collective bargaining agreement between the D.P.W. and the Village of Angola with the understanding that I am no longer presently eligible for this coverage as long as this waiver remains in effect, and further, that I am entitled to receive a cash payment equivalent to forty (40%) percent of the cost of the coverage as defined in the collective bargaining agreement.

(2) I realize that should I require coverage at a later date I can again reinstitute my coverage for a succeeding calendar year by waiving my cash payments pursuant to the contract by executing and submitting in a timely fashion (by June 1st of any year for the succeeding year) the form Appendix "D".

Date

Employee's Signature

On this _____ day of, 20____ before me, the subscriber, personally appeared _____ to me known and known by me to be the person who signed the above form and he or she signed same or acknowledged his or her signature before me.

Notary Public

Name _____

Address _____

Department _____

Employee Number _____

APPENDIX "D"

**WAIVER OF CASH PAYMENT
IN LIEU OF MEDICAL COVERAGE**

(1) I, _____, am an employee of the Village of Angola and within the American Federation of State, County and Municipal Employees, Local 1095-A, I am entitled to hospitalization coverage as the result of Village of Angola employment.

(2) I have previously waived my coverage for medical insurance pursuant to contractual provisions and now find it necessary to reinstate coverage.

(3) Therefore, I hereby agree to waive my right to a cash payment for forty (40%) percent of the health care coverage as indicated in the collective bargaining agreement and direct the Village of Angola to reinstate coverage at the first available eligible period of time, pursuant to the medical insurance company's policies and procedures.

Date

Employee's Signature

On this _____ day of, 20____ before me, the subscriber, personally appeared _____ to me known and known by me to be the person who signed the above form and he or she signed same or acknowledged his or her signature before me.

Notary Public

Name _____

Address _____

Department _____

Employee Number _____

Medical Insurance ID Number _____